

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

**IMPACT NETWORK, INC.,**  
a Michigan corporation,

Plaintiff,

Case No.  
Hon.

-vs-

**ECONOMIC TRANSFORMATION  
TECHNOLOGY CORPORATION,  
BIODATAI, INC., and UNIVERSAL  
TUTOR, INC.,** all foreign corporations,

Defendants.

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**COMPLAINT**

NOW COMES the Plaintiff, Impact Network, Inc., a Michigan corporation, by its attorneys, Dawda, Mann, Mulcahy & Sadler, PLC, and for its Complaint against Defendants states as follows:

**Introduction**

Plaintiff Impact Network is the largest African American owned faith-based television network. Impact Network's primarily serves North America, including the United States, Puerto Rico, and the Bahamian Islands. Plaintiff Impact Network broadcasts, from its Detroit, Michigan, headquarters, into an estimated 90 million homes through its various distribution platforms including satellite, cable, digital, and Internet. Plaintiff Impact Network and the Defendants entered into

contracts where Defendants were to be Plaintiff Impact Network's exclusive provider of certain identified materials and programs, with the goal to reach and solicit Impact Network's viewer market in the African American community. In return, and in consideration of the exclusivity, Defendants were to pay Plaintiff Impact Network for non-refundable advertising / media purchases to be provided from Plaintiff Impact Network in Michigan. Shortly after executing the contracts at issue, Defendants issued a public news release announcing, marketing, and acknowledging their exclusive contracts with Plaintiff Impact Network, and then failed to perform thereunder by virtue of their failure to pay the consideration owed to Plaintiff Impact Network.

### **The Parties, Jurisdiction and Venue**

1. Plaintiff, Impact Network, Inc., a Michigan corporation ("***Impact***"), is a Michigan corporation which maintains its registered mailing office within Wayne County, Michigan.

2. Defendant Economic Transformation Technologies Corporation ("***ETTC***") is a foreign corporation formed in the State of Florida with a principal place of business in Collin County, Texas, and conducted business within the Eastern District of Michigan.

3. Defendant BioDatAi, Inc. ("**BIO**") is a foreign corporation formed in the State of Nevada with a principal place of business in Collin County, Texas, and conducted business within the Eastern District of Michigan.

4. Defendant Universal Tutor, Inc. ("**Universal**") is a foreign corporation formed in the State of Nevada with a principal place of business in Collin County, Texas, and conducted business within the Eastern District of Michigan.

5. Jurisdiction is proper in this Court pursuant to 28 U.S.C. §1332 because of diversity of citizenship of the parties and the amount in controversy exceeds \$75,000.

6. Venue is proper in this Judicial District pursuant to 28 U.S.C. §1391(b)(1) and (b)(2) because the Defendants are subject to personal jurisdiction in this District and a substantial part of the events or omissions giving rise to this action occurred in this District.

### **General Factual Allegations**

7. Upon information and belief, Defendants BIO and Universal are subsidiaries of Defendant ETTC.

8. Plaintiff Impact is the fastest growing and largest African American founded and operated television network spanning across the United States, Puerto Rico and the Bahamian Islands. In addition to Impact's vast audience, Plaintiff Impact's leaders have over 100 years of collective experience in media and

broadcasting. Their collective experience includes broadcast engineering, operation and management, marketing and studio design and development, content writing, production, and direction, media branding and marketing, and business development.

9. On January 22, 2021, Plaintiff Impact and Defendants Universal and ETTC entered into a contract (regarding an 'Educate America Initiative') where, in part, Universal and ETTC would be the exclusive provider to Impact of social and emotional learning programs, online education and education tools (the "***Universal Contract***"). *See Exhibit A.*

10. In consideration for the exclusivity and media services Impact was to provide Universal and ETTC under the Universal Contract, Universal and ETTC agreed to pay Impact a \$1,000,000.00 non-refundable advertising purchase to be used for a media effort to promote Universal's channel and education products on Impact's network. *Id.*

11. On January 22, 2021, Plaintiff Impact and Defendants BIO and ETTC entered into a contract (regarding a 'BioDataAi Initiative') where, in part, BIO and ETTC would be the exclusive provider to Impact of healthcare products and services, a healthcare technology platform, telemedicine, and medical products and services. *See Exhibit B.*

12. In consideration for the exclusivity and media services Impact was to provide BIO and ETTC under the BIO Contract, BIO and ETTC agreed to pay Impact a \$1,000,000.00 non-refundable advertising purchase to be used for a media effort to promote BioDatAi's channel and healthcare products on Impact's network (the "**BIO Contract**"). *Id.*

13. Shortly thereafter, ETTC issued a press release indicating that Defendants and Plaintiff had entered into exclusive agreements relating to the 'Educate America Initiative' and the 'BioDatAi Initiative'. **Exhibit C.**

14. The exclusive nature of the Universal Contract and the BIO Contract precluded Plaintiff from contracting with any other party for the identified provisions of the Universal Contract and BIO Contract, as published to the world by Defendants in their press release.

15. Plaintiff Impact's role in the 'Educate America Initiative' and the 'BioDatAi Initiative' included the use of its unique skills and expertise in the media efforts and media promotions on Impact's network and other media purchases, based on its own market and audience research, in addition to advertising purchase (i.e., airtime) on Impact's network.

16. Universal and BIO only paid \$100,000.00 of the \$2,000,000.00 owed to Impact collectively under the Universal Contract and BIO Contract.

17. On January 28, 2021, just days after the execution of the Universal Contract and the BIO Contract, ETTC, as parent company of Universal and BIO, publicly marketed, announced, and acknowledged the Universal Contract and BIO Contract and the *exclusive* relationship between ETTC (and its subsidiaries Universal and BIO) and Impact.

18. Impact, through its resources in Detroit, Michigan, began its strategic phase of structuring a marketing and branding plan for the 'Educate America Initiative' and the 'BioDataAi Initiative' in performance of the Universal Contract and the BIO Contract.

19. Impact has made numerous attempts to seek ETTC, BIO and Universal's compliance with and performance of the Universal Contract and the BIO Contract, yet ETTC, Universal and BIO continue to refuse to pay the remaining \$1,900,000.00 owed to Impact pursuant to the Universal Contract and BIO contract.

**Count I**  
**Breach of Contract – Universal Contract**

20. Plaintiff Impact hereby incorporates all preceding and subsequent allegations as if the same had been fully set forth herein.

21. A valid contract exists between Impact and ETTC and Universal under the Universal Contract. **Exhibit A.**

22. Under the Universal Contract (**Exhibit A**), ETTC and Universal agreed to pay Impact a non-refundable \$1,000,000.00 for advertising on or before February 22, 2021.

23. ETTC and Universal only paid Impact \$50,000.00 to date under the Universal Contract. **Exhibit A.**

24. ETTC and Universal owe Impact \$950,000.00 pursuant to the terms of the Universal Contract. **Exhibit A.**

25. ETTC and Universal are in material breach of the Universal Contract for their non-payment.

26. Impact has fulfilled its obligations pursuant to the Universal Contract to date.

27. As a direct and proximate result of ETTC's and Universal's material breach of the Universal Contract, Impact has suffered and continues to suffer damages.

**Count II**  
**Breach of Contract – BIO Contract**

28. Plaintiff Impact hereby incorporates all preceding and subsequent allegations as if the same had been fully set forth herein.

29. A valid contract exists between Impact and ETTC and BIO under the BIO Contract. **Exhibit B.**

30. Under the BIO Contract (**Exhibit B**), ETTC and BIO agreed to pay Impact a non-refundable \$1,000,000.00 for advertising on or before February 22, 2021.

31. ETTC and BIO only paid Impact \$50,000.00 to date under the BIO Contract. **Exhibit B.**

32. ETTC and BIO owes Impact \$950,000.00 pursuant to the terms of the BIO Contract. **Exhibit B.**

33. ETTC and BIO are in material breach of the BIO Contract for their non-payment.

34. Impact has fulfilled its obligations pursuant to the BIO Contract to date.

35. As a direct and proximate result of ETTC's and BIO's material breach of the BIO Contract, Impact has suffered and continues to suffer damages.

**Count III**  
**Promissory Estoppel – ETTC and Universal**

36. Plaintiff Impact hereby incorporates all preceding and subsequent allegations as if the same had been fully set forth herein.

37. ETTC and Universal promised to pay Impact \$1,000,000.00 to be the exclusive provider of certain materials and programs to Impact and for a media purchase to promote Universal's channel and education products on Impact's network.



38. ETTC and Universal should have expected Impact to act in reliance on this promise.

39. Impact relied on this promise and began its strategic planning phase for marketing and branding plan and action plan to fulfill Impact's obligations to promote Universal's channel. Additionally, Impact did not seek other contracts relating to the services and materials for which ETTC and Universal were to be Impact's exclusive provider or for other media purchases based on ETTC and Universal's promise of a \$1,000,000.00 of non-refundable advertising purchase with Impact.

40. ETTC and Universal have only paid Impact \$50,000.00 to date.

41. ETTC and Universal owe Impact \$950,000.00.

42. As a direct and proximate result of ETTC's and Universal's unfulfilled promise, Impact has suffered and continues to suffer damages.

**Count IV**  
**Promissory Estoppel – ETTC and BIO**

43. Plaintiff Impact hereby incorporates all preceding and subsequent allegations as if the same had been fully set forth herein.

44. Defendants ETTC and BIO promised to pay Impact \$1,000,000.00 to be the exclusive provider of certain materials and programs to Impact and for a media purchase to promote BIO's channel and healthcare products on Impact's network.

45. ETTC and BIO should have expected Impact to act in reliance on this promise.

46. Impact relied on this promise and began its strategic planning phase for marketing and branding plan and action plan to fulfill Impact's obligations to promote BIO's channel. Additionally, Impact did not seek other contracts relating to the services and materials for which ETTC and BIO were to be Impact's exclusive provider or for other media purchases based on ETTC and BIO's promise of a \$1,000,000.00 of non-refundable advertising purchase with Impact.

47. Impact relied on this promise and began to act by formulating a marketing plan and action plan to fulfill Impact's obligations to promote BIO's channel. Additionally, Impact did not seek other contracts relating to the services and materials for which ETTC and BIO were to be Impact's exclusive provider.

48. ETTC and BIO have only paid Impact \$50,000.00 to date.

49. ETTC and BIO owe Impact \$950,000.00.

50. As a direct and proximate result of ETTC's and BIO's unfulfilled promise, Impact has suffered and continues to suffer damages.

WHEREFORE, Plaintiff Impact respectfully requests that this Honorable Court enter a Judgment for Impact (i) in the amount of \$950,000.00 against Defendants ETTC and Universal, and (ii) in the amount of \$950,000.00 against

Defendants ETTC and BIO, plus interest, costs, and attorney fees, together with any other relief this Court deems appropriate.

Respectfully submitted,

DAWDA, MANN, MULCAHY & SADLER, PLC

By: /s/ Frances Belzer Wilson

Frances Belzer Wilson (P68650)

Eric A. Ladasz (P65354)

Attorneys for Plaintiff

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Bloomfield Hills, Michigan 48304

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[eladasz@dmms.com](mailto:eladasz@dmms.com)

Dated: November 15, 2021

02730945.DOC

# EXHIBIT A



January 22, 2021

Universal Tutor Inc.  
Brittany Burtz, CEO  
One Cowboys Way  
Frisco, Texas 75034

Economic Transformation Technologies Corp  
Denis Gallagher, CEO  
One Cowboys Way  
Frisco, Texas 75034

Re: The Impact Network and Universal Tutor/Educate America Initiative

Dear Brittany and Denis:

This letter agreement (this "Agreement") will confirm our understanding that The Impact Network will work collaboratively with Economic Transformation Technologies Corp. ("ETT") and its subsidiary, Universal Tutor Inc. ("Universal Tutor"), on a channel for Universal Tutor to produce revenues in the education sector.

The Impact Network is the fastest growing and largest black-owned faith-based tv network both domestically spanning across the United States, the Bahamian Islands, and parts of Africa. Broadcasting in over 93 million households. The Impact is a place of growth, hope, and change designed to inspire, inform, and uplift the spirit, soul, and body. Impact's mission is to provide humanity with enriching entertainment that impacts your life spiritually, physically, financially, mentally, and emotionally.

The Impact Network is proud to collaborate and partner with Universal Tutor, in providing their company's most comprehensive and robust open innovation education platform and system in the world today to our global audience. We at Impact understand that Universal Tutor's specialization in Social and Emotional Learning, online learning, critical thinking, problem-solving, self-esteem, self-awareness, goal setting, social perceptiveness, and creation of a tailored online learning environment to our black and brown youth will inspire our children to "unleash the lion" letting go of fear and doubt to become future business leaders, serial entrepreneurs, and models of possibilities for success. To further Universal Tutor's mission, Impact will provide Universal Tutor with the data points, including but not limited to the names, phone numbers, email addresses and market data for its customers for Universal Tutor to use to market its products.

Additionally, Impact is very confident that Universal Tutor's technology platform will provide a massively positive social impact and paradigm shift to the Education sector in dominating the Emotional Intelligence space and solving the root cause of bullying, gun violence, rioting on the streets as our children will learn the vital emotional skills to interact peacefully amongst each other and with their communities. Impact will, to further Universal Tutor's message and generate revenue, provide celebrities for endorsements and appearances on Universal Tutor's channel.



Universal Tutor, with its parent ETT, will be Impact's exclusive provider of:

- Social and Emotional Learning Programs;
- Online Education; and
- Educational Tools

Impact feels that we can market and sell Universal Tutor's unique and proprietary platform to our audience 24 hours a day and 7 days a week at a cost of up to USD\$99 per month subscription fees to the Universal Tutor.

Impact would also like to enter into a revenue sharing agreement with Universal Tutor and ETT for revenues generated by Universal Tutor for advertisements from its relationships from Walmart, Apple, Microsoft and Google. Impact would also share revenues with from all sales of educational goods and services by Impact on Amazon, Walmart, Apple, Microsoft and Google.

Upon execution of this Agreement, Universal Tutor and ETT will engage Rubenstein Public Relations to support this joint venture with Impact. Universal Tutor will also, no later than February 22, 2021, wire \$1,000,000 for a non-refundable advertising purchase to be used for a media effort to promote Universal Tutor's channel and educational products on the Impact Network.

If the foregoing correctly sets forth our understanding, please confirm by executing and returning to us a copy of this Agreement.

We are excited to begin this amazing journey together!

With the Greatest of Mutual Love and Respect,

A handwritten signature in blue ink, appearing to read "Wayne T. Jackson".

Bishop Wayne T. Jackson  
Chairman and CEO  
The Impact Network

Agreed to and Accepted as of the date above

Universal Tutor Inc. Economic Transformation Technologies Corp

A handwritten signature in blue ink, appearing to read "Brittany Burtz".

By: \_\_\_\_\_  
Name: Brittany Burtz  
Title: Chief Executive Officer

A handwritten signature in blue ink, appearing to read "Denis Gallagher".

By: \_\_\_\_\_  
Name: Denis Gallagher  
Title: Chief Executive Officer

# EXHIBIT B



January 22, 2021

BioDataAi Inc.  
Kelly Cook, CEO  
One Cowboys Way  
Frisco, Texas 75034

Economic Transformation Technologies Corp  
Denis Gallagher, CEO  
One Cowboys Way  
Frisco, Texas 75034

Re: The Impact Network and BioDataAi Initiative

Dear Kelly and Denis:

This letter agreement (this "Agreement") will confirm our understanding that The Impact Network will work collaboratively with Economic Transformation Technologies Corp. ("ETT") and its subsidiary, BioDataAi Inc. ("BioDataAi"), on a channel for BioDataAi to produce revenues in the healthcare sector.

The Impact Network is the fastest growing and largest black-owned faith-based tv network both domestically spanning across the United States, the Bahamian Islands, and parts of Africa. Broadcasting in over 93 million households. The Impact is a place of growth, hope, and change designed to inspire, inform, and uplift the spirit, soul, and body. Impact's mission is to provide humanity with enriching entertainment that impacts your life spiritually, physically, financially, mentally, and emotionally.

The Impact Network is proud to collaborate and partner with BioDataAi, in providing their company's healthcare and telemedicine platform to our global audience. We at Impact understand that BioDataAi's open innovation platform not only solves inoperability but also provides specialization in telemedicine, managed care, risk management and compliance which is key to an efficient medical marketplace for our subscribers who have not had, in many instances, access to the healthcare and healthcare professionals they deserve and require. To further BioDataAi's mission, Impact will provide BioDataAi with the data points, including but not limited to the names, phone numbers, email addresses and market data, for its customers for BioDataAi to use to market its products.

Additionally, Impact is very confident that BioDataAi's technology platform will improve healthcare education and address overcoming disparities in healthcare by targeting a message for improving the health of people in the black and brown communities. Impact will, to further BioDataAi's message and generate revenue, provide celebrities for endorsements and appearances on BioDataAi's channel.





BioDataAi, with its parent ETT, will be Impact's exclusive provider of:

- Healthcare Products and Services;
- Healthcare Technology Platform;
- Telemedicine;
- Medical Products; and
- Medical Services.

Through BioDataAi's healthcare channel, BioDataAi will offer health advice, medical appointments, telemedicine counseling, cosmetic surgery offerings, products branded by BioDataAi, advertisements for managed care and other healthcare offerings.

Impact would also like to enter into a revenue sharing agreement with BioDataAi and ETT for revenues generated by BioDataAi for advertisements from its relationships from Walmart, Apple, Microsoft, Google and United Healthcare. Impact would also share revenues with from all sales of medical goods and services by Impact on Amazon, Walmart, Apple, Microsoft and Google.

Upon execution of this Agreement, BioDataAi and ETT will engage a Rubenstein Public Relations to support this joint venture with Impact. BioDataAi will also, no later than February 22, 2021, wire \$1,000,000 for a non-refundable advertising purchase to be used for a media effort to promote BioDataAi's channel and healthcare products on the Impact Network.

If the foregoing correctly sets forth our understanding, please confirm by executing and returning to us a copy of this Agreement.

We are excited to begin this amazing journey together!

With the Greatest of Mutual Love & Respect,

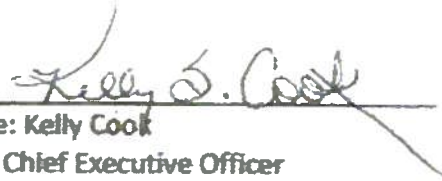
Bishop Wayne T. Jackson

Chairman & CEO

The Impact Network

  
Agreed to and Accepted as of the date above

BioDataAi Inc.

By:   
Name: Kelly Cook  
Title: Chief Executive Officer

Economic Transformation Technologies Corp

By:   
Name: Denis Gallagher  
Title: Chief Executive Officer

# EXHIBIT C



# ECONOMIC TRANSFORMATION TECHNOLOGIES (ETT) ANNOUNCES EXCLUSIVE PARTNERSHIP WITH IMPACT NETWORK AND IT'S 93 MILLION SUBSCRIBERS

Post Date: Jan 28, 2021 | Original postdate: Jan 28,  
2021, Reposted from Yahoo!Finance

## ETT's Subsidiaries to Provide Technology Platforms in Education, Healthcare Telemedicine to Largest Black- owned, Inspirational Television Network

FRISCO, Texas, Jan. 28, 2021 /PRNewswire-PRWeb/  
— Economic Transformation Technologies Corporation (ETT) announced that two of its subsidiaries, Universal Tutor and BioDatAi, have signed exclusive agreements with the popular Impact Network to bring their respective platforms in social and emotional education learning and in healthcare telemedicine to the fast-growing black-owned, inspirational television network which today broadcasts across more than 93 million homes through its media platform. ETT will also be an exclusive partner of various education and healthcare technology products and services for Impact. ETT is leading a changing world in the digital paradigm on how business solutions are delivered and the partnership with The Impact Network reflects the continued momentum and growth of ETT and its

## RECENT POSTS

Economic  
Transformation  
Technologies (ETT)  
Recruits Top  
Investment  
Executive Gregory  
Van Beek as Chief  
Investment Officer  
March 3, 2021

Economic  
Transformation  
Technologies (ETT)  
Announces  
Exclusive  
Partnership With  
Impact Network  
and It's 93 Million  
Subscribers  
January 28, 2021

Seasoned  
Executive's Vast  
Experience and  
Leadership  
Building  
Companies; Sets  
New Direction For  
Growth With ETT's  
Multiple  
Technology  
Platforms January  
22, 2021

Economic  
Transformation  
Technologies and  
Give Life



Economic Transformation Technologies

Gallagher said, "With the massive flow of institutional investment into healthcare and education software technology, ETT has solidified a very strong partnership with Impact Network. We are pleased and honored to have the opportunity to work closely with Bishop Wayne T. Jackson and Dr. Beverly Y. Jackson who have been serving underserved communities for many years. Our education and healthcare platforms actually work closely together and will be well-received by millions of Impact audiences. The partnership with ETT will make Universal Tutor and BioDatAi TeleMedicine available through The Impact Network and will provide audiences access to education and healthcare solutions without leaving their homes during the COVID crisis and beyond. As we know, this is an extremely important and emotional factor that we believe will help improve the quality of life for many viewers who tune into the Impact Network as the place for growth, hope, and change. Our Universal Tutor platform is the first of its kind gamified Social and Emotional Learning Ecosystem with a distance learning capability, making 21st Century education affordable, accessible and global."

The Impact Network is available through most major broadcast systems spanning across the United States, Puerto Rico, and the Bahamian Islands. The Impact Network is designed to inspire, inform, and uplift the spirit, soul, and body. Impact's mission is to provide humanity with enriching entertainment that impacts lives spiritually, physically, financially, mentally, and emotionally.

"The innovative platform of ETT's BioDatAi programs will address the overwhelming disparities we've seen by targeting a message for improving the health of people in the black community. We are looking forward to ETT's Universal Tutor enhancing the education of so many young

COVID-19 Immune Registry, April 20, 2020

National Football Foundation and ETT Launch New Partnership

November 22, 2019



Economic Transformation Technologies

Social Impact and Paradigm Shift in Education by

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dominating the Emotional Intelligence space and solving the root cause of bullying and violence on our streets as our children learn the vital emotional skillsets to interact peacefully amongst each other and with their communities.”

BioDatAi provides an intelligent, collaborative, secure, and interoperable platform utilizing artificial intelligence to provide cross-organization predictive insights in healthcare. BioDatAi’s CEO Kelly Cook commented, “We will provide specialization in telemedicine, managed care, risk management, and compliance which is key to an efficient medical marketplace for Impact’s subscribers who have not had, in many instances, access to the good healthcare and healthcare professionals they deserve and require. This will make a huge difference in the quality of their lives.”

“We are also very excited about our partnership with Impact Network,” stated Brittany Burtz, CEO of Universal Tutor. “Impact understands that we specialize in online Social and Emotional Learning, critical thinking, problem-solving, building self-esteem and self-awareness as well as goal setting, and social perceptiveness. We feel this will help inspire their audience to let go of any fear and doubt and to step forward to become our future business leaders, entrepreneurs, and model citizens.”

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#### **About Economic Transformation Technologies:**

Economic Transformation Technologies (ETT) is an accelerator and integrator of innovative technologies united in the mission of economic transformation and corporate performance. ETT represents a new corporate



Economic Transformation Technologies

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performance, and sustainable value. ETT has harnessed a portfolio of sector-disruptive companies that incorporate the value of collaborative innovation that is built to serve turn-key large-scale solutions to sovereigns and multi-national companies as a single one-stop partner. For additional information, please visit <http://www.ettworld.com>.

### **About The Impact Network:**

The Impact Network was founded in 2010 by Bishop Wayne T. Jackson and Dr. Beverly Y. Jackson in Detroit, Michigan and is the only African American owned and operated Inspirational TV network in the United States with diverse family oriented and gospel lifestyle programming. Available on, DirecTV, AT&T U-verse, Comcast Xfinity, The Dish Network, Charter Spectrum Cable, Verizon Fios, Altice USA, Frontier and Cox Communications, The Impact Network reaches over 93 million households in the United States and abroad through its media platform.

### **Media Contact**

Doug Coupe, Economic Transformation Technologies,  
843.568.2455, [doug@boldcapitalgroup.com](mailto:doug@boldcapitalgroup.com)

SOURCE Economic Transformation Technologies

**Post Date: Jan 28, 2021 | Original postdate: Jan 28, 2021, Reposted from Yahoo!Finance**

